

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

NORTHSTAR TRUCKING, INC.

Employer

and

Case 19-RC-14278

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 302, DISTRICT 7, AFL-CIO

Petitioner

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 959, AFL-CIO

Intervenor

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended ("Act"), a hearing was held before a hearing officer of the National Labor Relations Board ("Board").

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:¹

Summary

The Employer is engaged in heavy hauling, primarily between Anchorage, Fairbanks and the North Slope of Alaska. It also hauls rock, sand and gravel, and has a contract to shuttle ore for a mining enterprise near Fairbanks ("Fort Knox Mine").

The Employer's headquarters is in Fairbanks, including a yard and shop. There is a fabrication/welding shop at a second location in Fairbanks, and a small office/shop/yard facility in Anchorage. No Employer facility is dedicated to the Fort Knox

¹ 1. The Hearing Officer's ruling made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The labor organization involved claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

operation (although there must be some assigned space there, not reflected in the record, to perform mechanical operations).

IUOE Local 302 ("IUOE") filed the instant petition, seeking to represent (as amended) a unit of all mechanics and welders in Fairbanks and at Fort Knox. It is willing to consider alternative units. IBT Local 959 ("IBT") intervened on the basis of a recognition agreement, executed immediately preceding the petition, for an all-employee unit, which includes, inter alia, the classifications sought by IUOE. Neither IBT nor the Employer is claiming a recognition bar or a contract bar.² The Employer and IBT contend that only a company-wide unit of all employees, except office clericals and standard exclusions, is appropriate. IUOE contends that its proposed unit qualifies as a craft unit.

I conclude, for the reasons set forth in detail below, that a) the unit petitioned for is not appropriate; b) a mechanic/helper unit is an appropriate craft unit; c). a "maintenance department unit" is appropriate. Thus I shall direct an election in either of the following appropriate units, at the Petitioner's option³:

Option 1

All truck mechanics and helpers employed by the Employer at its Fairbanks and Fort Knox operations; but excluding all Anchorage personnel, trailer mechanics, welders, office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

OR

Option 2

All maintenance employees employed by the Employer in its Fairbanks and Fort Knox operations, including truck mechanics, trailer mechanics, welders, helpers and swampers; but excluding all other employees, all Anchorage personnel, professional employees, guards and supervisors as defined in the Act.

The parties are also in dispute about the supervisory status of Curtis Hiukka. I conclude that he is not a statutory supervisor, and shall include him in the Unit.

Context

There is a history of collective bargaining, to a degree. The Employer is party to an IBT "compliance agreement", wherein it agrees to comply with the AGC/IBT

² Ordinarily recognition bars a rival petition for a reasonable period of time after the recognition, to allow the employer and recognized union an opportunity to negotiate a contract. However, where the rival petition is filed after the recognition, and the rival union had a valid showing of interest, in the unit found appropriate, that pre-dates the recognition, then no bar exists to that unit. Here, IBT was recognized in an all-employee unit the day prior to the IUOE petition for the "mechanic" unit. IUOE had sufficient cards pre-dating that recognition to support its petition in either of the units found appropriate below. Accordingly, there is no bar. *American National Can, Inc.*, 321 NLRB 1164 (1996).

³ Petitioner has a sufficient pre-IBT-recognition authorization cards to support an election in either unit.

association agreement, covering construction work within IBT's jurisdiction. Presumably the AGC also has a contract covering work within the jurisdiction of the IUOE, but the record does not reflect that the Employer is directly bound to any such agreement. The record does not reflect the frequency of IBT/AGC work. Since this contract is a construction industry agreement and contains no "Section 9(a)" language, it is presumed to be an 8(f) agreement. Accordingly, this contract is not a bar to an election.

The Employer has a compliance agreement covering any maintenance⁴ work it might perform on the Trans-Alaska Pipeline System ("TAPS"). The contracting labor organization is the Alaska Petroleum Joint Crafts Council; both IBT and IUOE are members of the Council. The TAPS Agreement covers, inter alia, mechanic and related welding work. This work is occasional and limited in scope. The Employer's regular workforce performs the mechanic work involved.

Mike Meath is the Employer's President. Reporting to him is Barry Lindquist, Operations Manager. Lindquist supervises Norman Crowson, Manager of Fairbanks driver operations; and Glenn Goetz, Maintenance Manager, who directly supervises all Fairbanks/Fort Knox mechanics, welders, swampers and helpers. All of the foregoing are stationed at headquarters. Goetz also supervises Paul Miller, Heavy Haul Manager. Miller works at the Anchorage facility and supervises that operation. Miller directly supervises the Anchorage mechanic and helper, but Goetz retains supervisory authority on non-day-to-day matters over the mechanic and possibly the swampers. The parties stipulated that all of these named individuals are statutory supervisors. Curtis Hiukka is lead at the weld/fabrication shop in Fairbanks. Kelly Sliger is the lead driver at Fort Knox.

The Fairbanks headquarters has an office, a yard, and a shop. The yard is used for parking and loading. The office houses the managers, administrative employees, and salesman. The shop includes the service area and the parts section. About 20-25 drivers appear to work out of the Fairbanks facility. The Anchorage operation consists of about seven drivers, mechanic, dispatcher, office employee and swamper, all reporting to Miller. There are multiple trips daily between Anchorage and Fairbanks.

The Maintenance Operation

The Fairbanks fab shop is separated from the main shop only because of space constraints. It is the Employer's intent to consolidate these locations in the near future; it currently is under contract to purchase a larger facility for that purpose, subject to normal purchase contingencies. The employees at the fab shop perform welding and related metal work, such as cutting with gas torch or bending of metal. They perform major repairs or alterations on trailers primarily, and also fabricate "equipment" needed for the Employer's operations. Some work requires someone's ability to read blueprints or to create "as-built" drawings of projects.

There are about 18 mechanics and welders company-wide, all reporting to Goetz.⁵ About 12⁶ are assigned to the Fairbanks shop, but at any time 4-5 of the

⁴ "Maintenance" of the Pipeline system.

⁵ See the distinction regarding the Anchorage mechanic, described above.

⁶ The employee list in the record is clear about the total number of "shop" personnel, but fuzzy about the details.

Fairbanks mechanics are detailed for varying periods of 1-6 months to Fort Knox, about 21 miles from the city. All mechanics participate in the rotation. Those employees are administratively attached to Fairbanks and still commute daily from their homes. Four welder/fabricators work at the fab shop, located about 1-2 miles from the mechanical shop. One mechanic is stationed in Anchorage,⁷ and reports to Miller for day-to-day matters. There is also a "swamper" at Anchorage and one or more at the Fairbanks shop. "Swamper" is a local term for generic helper -- here, they may assist the mechanic(s), help tie down loads and tarp them in the yard or perform janitorial and shop cleanup work. Four Fairbanks parts personnel also report to Goetz.

Fort Knox is a 24/7 operation in which the Employer has contracted to haul ore 12 miles from a mine, to a mill at another mine. About 16 drivers cover that operation, assisted by the 4-5 detailed mechanics. There is a driver lead, Sliger, but the mechanics report to Goetz.

The Employer normally performs all of its mechanical work in-house, on its 40-45 power units and 100 trailers. It has no outside customers. Warranty work is sent out to the dealer and some work might be subbed out, particularly work on ancillary equipment, such as forklifts. The Anchorage mechanic performs only routine work. Anything requiring major work would normally be returned to the Fairbanks shop. Similarly, the Fort Knox mechanics handle "routine" maintenance, whatever is necessary to keep the equipment running, but major work -- engine overhauls or transmission rebuilds, for example - would be returned to the Fairbanks shops. It is unclear from the record whether the complexity of the work performed at Fort Knox is greater than that performed at Anchorage.

Truck mechanics normally perform mechanical work only on trucks, anything "between the bumpers." This could be engines, transmissions, brakes, hydraulics, electrical - any part or system, from a light bulb to an engine overhaul. Their investment in personal tools is on the order of \$20,000. Trailer mechanics perform any services needed on trailers. This could involve brakes, hydraulics, electrical, bearings, tires - any part or system, from a light bulb to a suspension. Their investment in personal tools would be in the \$3500 range. Both varieties of mechanics are found at the main shop. It does not appear that any trailer mechanics regularly perform truck work, or vice versa.

The welders at the fab shop perform only major welding projects for trucks or trailers. They also fabricate "parts" -- exactly what is unclear -- for use on either. Their tool investment is minor, perhaps \$500. When any mechanical work is needed at this shop in connection with the welding operations, a mechanic will be sent over from the main shop. There are two welders at the main shop, but mechanics *can* do basic welding as needed. It is unclear if all welding is left to the welders. There are no welders at Fort Knox, but the mechanics *can* do basic welding. The shop welders work on repairs to power units and trailers, but major welding projects are sent to the fab shop. The record does not indicate that welders do mechanical repairs.

The Employer has no formal apprenticeship program. It does not appear that there is any industry-wide certification program for truck or trailer mechanics, as Board

⁷ About 375 road miles from Anchorage.

cases show there is for auto mechanics. There are trade schools that offer courses in truck mechanics, but the Employer does not require any such schooling. Experienced truck or trailer mechanics are sought out, but there is an apparent shortage. Pay is commensurate with experience. The Employer frequently hires individuals with less than full "journeyman"⁸ experience. This can be someone with only a year or two of experience; it may hire anyone who shows promise. Swampers have moved into mechanic positions.

The Employer has an unwritten program whereby it trains employees on the job, by utilizing more experienced employees as mentors or trainers. An ex-swamper might be assigned to help a mechanic on basic operations, and gradually receive simple assignments to perform on his own. Less experienced employees are tried out in differing areas to develop a varied expertise and to ascertain strengths and weaknesses, as well as specific interests, until something "clicks." Periodically manufacturers of truck equipment will put on classes of several hours' duration at the facility, and present a certificate of completion.

Drivers do not perform mechanical work⁹, except that a stranded driver would attempt simple "bailing wire" repairs to get his rig moving to a place where it could be repaired. Drivers typically carry a small array of hand tools. Mechanics generally do not drive trucks for production of revenue. Not all of them have the requisite license. A mechanic may occasionally drive a truck back to the shop from Fort Knox. On one occasion a mechanic was also assigned to drive on a TAPS project, because the contractor required the presence of a mechanic, but there was not a need for one full-time. He drove about 80 hours during that project, the only time he drove (other than shuttling trucks for repair) in the past two years.

Once, when work was slow, a mechanic was briefly assigned to shuttle rigs needing repair to and from Fort Knox. On another occasion, an injured mechanic on workers comp was temporarily assigned for a brief period to drive a truck, until again able to perform lifting/bending tasks as a mechanic. On two occasions in the past year, when welding work was slow, welders accepted an option to drive, one for a week, another for 10 weeks. On occasion the single Anchorage mechanic will drive a pilot car, to fill out a short schedule, if he wishes. No mechanic in the past year has driven a truck on a per-mile basis.¹⁰ The Anchorage mechanic spends about 10% of his time assisting loading operations in the yard.

In the past two years, one driver became a mechanic and one mechanic became a driver, at their requests, because they "wanted a change."

There is very little contact between the drivers and the mechanics - the mechanics are generally in the shop, the drivers on the road. There is some contact between the mechanics and the parts department, primarily when the former go to the parts counter to pick up their requested parts. The record does not contain information about restrooms and break areas.

⁸ A generic term having no specific definition.

⁹ Obviously they lack the necessary collection of tools.

¹⁰ Line drivers are paid by the mile, while local drivers are paid by the hour.

All employees are subject to identical benefit programs. Drivers can be paid by the hour or the mile. Mechanics are paid by the hour for actual hours worked, not “by the book.” Drivers’ hours vary depending on the wishes of the customer; mechanics work assigned, staggered shifts.

Both IBT and IUOE have experience representing mechanics; welders can be included in such units.

APPROPRIATE UNIT - BACKGROUND

The IUOE contends that a unit limited to mechanics/welders is an appropriate unit, as a “craft unit.” IBT and the Employer contend that only an all-employee unit is appropriate. I conclude that the Petitioner’s unit is not an appropriate unit, but find two other relevant units appropriate.

Initially, it must be noted that there can be many different appropriate units at a particular employer. The only requirement is that the Board direct an election in *an* appropriate unit. If there are multiple appropriate units, the petitioner is entitled to its choice of unit, so long as it is *an* appropriate one. The unit directed by the Board need not be the “most” appropriate or “best” unit; it need only be an appropriate one. Thus, the first issue here is whether the unit *petitioned for* is an appropriate unit.

The Petitioner seeks a “mechanic/welder” unit. While the Board declines to split a service department into separate units of “parts” and “service” personnel on a standard community of interest analysis, it does find units limited to mechanics and apprentices, excluding non-mechanic personnel such as parts persons, body shop personnel and shop clericals, to be an appropriate unit in specified circumstances, to be discussed *infra*. See *Dodge City of Wauwatosa, Inc.*, 282 NLRB 459 (1986); *Fletcher Jones Las Vegas*, 300 NLRB 875 (1990).

Notwithstanding the Board’s reluctance to find *separate* parts and service units appropriate on a *departmental* basis, the Board finds a unit limited to mechanics can meet the definition of a “craft unit” and constitute an appropriate unit, if the “craft” prerequisites are met. The distinction can be fine; for a departmental unit, a standard community of interest analysis is made, and all who fall within that community must be included in the unit. For instance, related service department personnel such as shop clerks and parts persons would be included with mechanics. Heavy emphasis would be placed on integration of operations.

In contrast, in a craft unit, only members of the craft (say, mechanics) would be included, with non-mechanics, such as plant clericals or parts personnel, excluded.

...[T]he Board has not determined per se that the only appropriate unit in the [mechanical shop] industry must include all the employees of an employer’s service department.[W]hen the mechanics have not been shown to be a distinct and homogeneous group of craftsmen ... and ‘when all employees in the service and parts department of a automobile sales and service establishment have and exercise in various degrees the skills of automotive mechanics, and the functions they perform are related to the service and repair of automobiles ... they should all be included in

the same unit.’ *Austin Ford*, [136 NLRB 1398 (1962)] Although we recognize that the functions performed by all of the Employer’s service department employees are similar to the extent that they are all related to customer service and repair of the product sold by the Employer, we find that the training and skills that must be and are possessed by the Employer’s mechanics set them apart from the rest of the service department employees as craftsmen who appropriately may be represented in a separate unit.

Dodge City of Wauwatosa , Inc., 282 NLRB 459, 460 (1986).

Thus, the first issue here is whether the craft unit prerequisites, originally defined in *Mallinckrodt Chemical Works*, 162 NLRB 43 (1966) and *E. I. du Pont*, 162 NLRB 413 (1966), have been met. These general principles have been applied to the truck mechanic context. *International Harvester Co.*, 119 NLRB 1709 (1958); *Indianapolis Mack Sales & Service*, 288 NLRB 1123 (1988). See also, *Fletcher Jones*, supra; *Dodge City*, supra (auto shops); *Taylor Bros.*, 230 NLRB 861 (1977) (farm equipment). This distinction between departmental units (*Graneto-Datsun*, 203 NLRB 550 (1973) and craft units (see craft cases cited immediately above) in this industry, was carefully explained in *Indianapolis Mack*, and *Dodge City*, at fn. 6. In essence, even though mechanics might comprise only a part of a service or maintenance department unit, they can still comprise an appropriate unit.

The Board in *Dodge City* and *Fletcher Jones* set forth in detail the mechanics’ attributes and community of interest, but reduced the test to the bottom-line core in *Dodge City*, at fn. 6. There the Board stated that the “Board consistently has found that mechanics possessing skills and training unique among other employees constitute a group of craft employees within an automotive motor service department ...”.

Here, we have skilled and trained craftsmen (or individuals who will be so trained and skilled upon completion of their training), who are primarily (in fact, almost exclusively) engaged in tasks that are different from everyone else’s, tasks that require substantial craft skills and experience and substantial investment in specialized tools and equipment. Preferably they have extensive training or experience before being hired, and most apparently do.

It is true that here there is no formal certification required to be hired as a truck mechanic, but there is no showing that such a program even exists in this industry. Certainly these individuals require extensive and continuing training to do their work. They are expected to acquire broad expertise and eventually to be able to work on all kinds of truck components, not limited to one or two. They do acquire varying kinds of certifications, albeit limited, from various manufacturers. There is no formal apprenticeship program, but such is a not a sine qua non. See *Fletcher Jones*. The fact that not all of the employees are equally highly skilled is not problematic, for it is appropriate to include craft mechanics’ helpers and apprentices in a craft unit. See *American Potash & Chemical Corp.*, 107 NLRB 1418, 1423 (1954), cited in *Fletcher Jones*. The only exception relates to individuals who perform *no* mechanical work. *Fletcher Jones*.

Here, the truck mechanics fall into the “craft” description: They are highly skilled and trained, or will be upon completion of their apprenticeship. Ultimately, after many years, they are expected to handle any work on any truck, from changing light bulbs to

rebuilding an engine or transmission. They have a very substantial investment in specialized tools and equipment.

True, there is no formal apprenticeship program, no separate supervision, no program of continuing training and certification (beyond half-day training by OEM representatives); moreover, the mechanics are hourly paid, as are most employees (except line haul drivers). Still, the bottom line is the mechanics possess and utilize unique training and skills, quite distinct from that of all other employees.

I have not included the trailer mechanics in the craft unit. They have substantially narrower skills. There is some overlap with the work of the truck mechanics: trailers have brakes, suspensions, a basic limited electrical system, and wheels with bearings, for instance. In contrast, however, trailers have no engine, no transmission, no power generation system, and no fuel system, to name a few. Thus, trailer mechanic skills are much simpler and narrower than truck mechanics'. This is exemplified by the differences in their tool investment -- \$3,500 vs. \$20,000. Moreover, the trailer mechanics do not overlap with the truck mechanics, so far as the record indicates. There is no indication that trailer mechanics "graduate" to truck mechanics in the ordinary scheme; they are not the equivalent of apprentice truck mechanics. Because the scope of work is much simpler, mastery must take substantially less time than for a truck mechanic. Thus, I do not deem these trailer mechanics to be "craftsmen", notwithstanding their own skills.

Similarly, I have omitted the welders. There is an indication that truck mechanics perform some basic welding, but there is no indication that any "welders" regularly perform truck mechanic functions or that a "welder" is but a step in the progression to journeyman mechanic. True, the welders possess special skills, and for at least some, their skills extend beyond basic "stick" welding. Nevertheless, they lack mechanics' skills. Moreover, there are no formal certifications or destructive weld tests as a pre-condition to hire, often required for highly skilled welder positions in industry. Cf. *Dodge City*, supra, where body shop employees were excluded from a mechanic unit.

I do include the "swampers" or "helpers" in the truck mechanic unit, with limitations. Employees who are minimally skilled, but regularly perform basic tasks in furtherance of mechanical repairs, especially where such work is a learning step in the progression to full mechanic are typically included in a craft unit of mechanics. Here, these employees, to varying degrees, assist mechanics, while to varying degrees they also perform routine non-mechanic tasks, such as janitorial, truck loading or tiedown, and miscellaneous cleanup. Moreover, IBT also seeks to represent these employees as part of the IBT recognized unit, and much of their work has nothing to do with mechanics and much to do with driving or pure "handyman" work. Thus, they are in the nature of dual-function employees, who could fall into two units. Accordingly, I shall include them in the mechanic unit, and find them eligible to vote if, and to the extent that, they perform truck mechanical work (from changing a light bulb, on up) or assist truck mechanics in repairs, such as cleaning trucks in preparation for repairs, or "holding", *provided* they, on average over the two-month period immediately preceding today, spent at least 25 percent of their time performing these kinds of tasks. For the balance of their time -- all of it, if the 25 percent minimum is not met -- they would be or deemed part of the IBT unit. I exclude floor maintenance and janitorial work from this 25 percent computation.

Alternatively, I shall direct an election in a unit of all employees of the maintenance department (i.e., those directly supervised by Maintenance Manager Goetz: truck and trailer mechanics, welders, swampers, helpers, and parts employees. This is in essence a service or maintenance department unit. These employees have skills substantially different from those under other managers in other departments: basically drivers, clericals and sales. These “service” personnel have separate supervision, normally work in the shop (or in a *shop* “context” at Fort Knox) and are hourly paid. They all contribute to, and are integrated into, the truck repair function, and do not (except in rare circumstances) perform revenue--producing driving activities (just truck shuttles for repair purposes). Seldom do they become drivers, temporarily or permanently, or vice versa, and then only at their initiative, not because of switches undertaken by the Employer for its direct benefit.¹¹

In establishing these two alternative units, I have excluded all Anchorage personnel. Ordinarily I would likely include the related personnel there, to avoid a residual unit, but I have omitted them under the unusual circumstances herein. Anchorage is about 375 miles from Fairbanks, under its own separate, all-employee local supervision (with minor exception). The Anchorage mechanic’s duties are different: he has simpler mechanic assignments and he routinely spends time in non-mechanic functions. There is no interchange or transfer between these cities. There is no residual unit problem, because the Anchorage personnel will be part of the recognized IBT unit if omitted from the IUOE units found appropriate.

Supervisory Issue

IBT and the Employer contend that Curtis Hiukka, the lead at the fab shop, is not a statutory supervisor, while IUOE contends he is.

Hiukka is the lead over three other employees. Glen Goetz is Hiukka’s supervisor. Goetz makes a daily trip to the fab shop to line out the work for the day and the assignments. If Hiukka sees an employee perform something incorrectly, he tells the employee, “just like anyone would.” He is the most experienced employee at that shop, and is paid about 12 percent more than the next highest paid. Curtis reports to Goetz what has happened during the day, and passes on any problems to him. He may make a recommendation to Goetz, but Goetz always makes his own investigation to ascertain the legitimacy of Hiukka’s comments, complaints or recommendations. Hiukka spends his day welding.

The burden of showing supervisory status is on the party alleging same, here the IUOE. There is minimal suggestion of supervisory authority. The most that is shown is that Hiukka makes recommendations about (largely unidentified) employment matters, but it is also clear that Goetz always makes his own independent investigation. This does not amount to “effective recommendation”. Accordingly, I find Hiukka to be an employee and shall include him in the Unit.

In conclusion, I find the mechanic/welder unit to be inappropriate. I find the “truck mechanic” unit and the “maintenance department” units both to be appropriate.

¹¹ The Board gives greater weight to interchange that is employer-initiated, rather than employee-initiated.

IUOE must select in which one unit, if either, it wants to have an election. It must do so in writing to the Anchorage Office by August 23, 2002. If no selection is made, the petition will be dismissed without prejudice, since the units found are substantially different from the unit sought. IUOE may withdraw without prejudice by the same deadline.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate and selected by IUOE, at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the selected unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 959, AFL-CIO; or by INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, DISTRICT 7, AFL-CIO; or by neither.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to lists of voters and their addresses that may be used to communicate with them. *Excelsior Underwear*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that election eligibility lists, containing the alphabetized full names and addresses of all the eligible voters in **each** appropriate unit, must be filed by the Employer within 7 days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). These lists must be of sufficiently large type to be clearly legible. The Region shall, in turn, make the lists available to all parties to the election, as appropriate. Once the IUOE selects its unit, the relevant list will be turned over to the parties, while the list for the non-selected unit will be retained in the file.

In order to be timely filed, such lists must be received in the Anchorage Resident Office, 1007 West Third Avenue, Suite 206, Anchorage, Alaska 99501-1936, on or before August 23, 2002. No extension of time to file these lists may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such lists. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The lists may be submitted by facsimile transmission to (907) 271-3055. Since the lists are to be made available to all parties to the

election, please furnish a total of 4 copies, unless the lists are submitted by facsimile, in which case only one copy of each need be submitted.

NOTICE POSTING OBLIGATIONS

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of three working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by August 30, 2002. [Because of delays of US Mail directed to US government addresses in D.C., use of alternative delivery modes is strongly suggested.]

DATED at Seattle, Washington, this 16th day of August 2002.

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